

June 16, 2009

Honorable Robert D. Drain
United States Bankruptcy Judge - Southern District of NY
One Bowling Green
New York, NY 10004 -1408

Subject: Severance Termination Objection -Docket Number 05-44481 (RDD)

Judge Drain,

I am writing in regards to Article 9.5.11 in the June 1, 2009 Master Disposition Agreement, in the bankruptcy proceedings for Delphi. This article declares that severance payments will be terminated upon the closing date (emergence date).

I am one of the employees negatively affected by this proposal, and have strong objections which I believe are based on sound reasons. I worked for General Motors and Delphi for 33 years, the last 17 as an Executive. I chose to stay with Delphi during the bankruptcy process in order to help facilitate a smooth and non-combative exit of our businesses, protecting the interests of both Delphi and our customers. My role as the Director of Transitions for AHG was to lead the wind down of our North American plants. This job was accomplished expediently and cost-effectively. Twice my superiors asked me to delay my retirement in order to finish the wind down job, as more plants were added to this status. I agreed, because Delphi promised me that the severance package in place at the time would be available to me upon my delayed retirement.

In January 2009 Delphi re-offered me a Separation Allowance Release of Claims agreement which was described to me to be a legally binding contract. This contract stipulated I would receive \$193,680 in 24 semi-monthly payments, beginning March 16, 2009. My severance payments were to be provided in exchange for my waiver of certain rights listed in the Release of Claims. I signed that document and then fulfilled my obligations as listed in the contract, retiring effective March 1, 2009. My expectation is that Delphi will fulfill its part of this valid contract which was clearly entered into DURING bankruptcy, and not before.

The severance amount promised me by Delphi has a large impact on my life plan. I am a single mother with two children ages 14 and 16. I did not go out and immediately look for another job so that I could spend time with my children and so I could do some Mission Work which I have always longed to do. (After working for months to set it up, I leave June 17th for Belize with a group of 7 high school students).

If Delphi emerges on July 23rd, I will have received only 1/3 of the amount of severance promised to me in the Release of Claims contract. I appeal to your judgment in this matter that you rule that Delphi must honor the contract they made with me, and the others who find themselves in a similar situation.

Thank you for your consideration.



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